

# Fortum Charge & Drive Terms and Conditions: Subscriptions for charging electric vehicles

Valid as of 1 January 2015

Under the name Charge & Drive, Fortum Markets Oy offers motorists equipment and expert services related to charging electric vehicles, as well as invoicing solutions and charging services.

These terms and conditions regulate the relationship between Fortum Markets Oy and the motorist (hereinafter "the Customer") who is connected to the Fortum Charge & Drive payment system (hereinafter "the Service"). "Customer" refers to both legal and natural persons. These conditions shall not apply to cases where they limit the Customer's rights as defined in mandatory legal provisions.

Fortum Markets Oy reserves the right to freely assess a Fortum Drive & Charge application. The Customer may use the charging service for electric vehicles and other ancillary services of Fortum Markets Oy and its partners.

## 1. Connection to the Service

The connection to the Service occurs via text message, the Internet or a mobile application. In addition to these terms and conditions, the Finnish Consumer Protection Act (38/1978 as amended) shall apply.

## 2. Cancellation of the Service

In their capacity as a consumer, Customers have the right to give notice to terminate the agreement within 14 days from the conclusion of the agreement without specifying a reason. In the case of Customers who have ordered an RFID card, the agreement arises when these Customers have registered themselves as subscribers for the card. A subscription agreement concerning charging via text message arises when the Customer has received an acknowledgement of the arrival and acceptance of the text message subscription. The cancellation period is considered to be complied with if the Customer sends the cancellation notification before the end of the cancellation period.

If the Customer has requested provision of the Service before the end of the cancellation period, the Customer shall pay Fortum Markets Oy reasonable compensation for the Services provided to fulfil the agreement before the cancellation notification is made.

To exercise their right to cancel, the Customer shall notify Fortum Markets Oy of their decision. To exercise their right to cancel, the Customer must send to Fortum Markets Oy their name, address, and, if available, their telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel.

The Customer may deliver the service cancellation form or other free-format form electronically to [chargedrive.fi@fortum.com](mailto:chargedrive.fi@fortum.com) or by post to Fortum Markets Oy/Cancellations, P.O., Box 100, FI-00048 Fortum, Finland, or by telephone to our customer service, tel. 0800 1 99055 (without charge).

## 3. Payment via the Fortum Charge & Drive system

To receive the right to use the Service, the Customer shall provide Fortum Markets Oy with their personal data, valid telephone number, addresses and e-mail address. In addition, the Customer shall select the payment method and register the payment information necessary to create a valid invoicing relationship between Fortum Markets Oy and the Customer.

Charging subscribed for via text message is debited by the Customer's mobile operator on the Customer's mobile phone invoice. In addition, the mobile operator may charge for any text message costs (data communication charges). Charging which takes place via RFID cards is debited to the Customer's debit card.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the Fortum Charge & Drive system. After registration, the Customer will be requested to log in to the Fortum Charge & Drive website to check that the registered information is correct and valid. Fortum Markets Oy is not responsible for incorrectly input data during registration, regardless of the registration method.

By selecting the "I accept" alternative on the screen at each charging station before charging, the Customer accepts that Fortum Markets Oy will debit the charging fee, including applicable taxes and service charges.

The final charging fee, which is based on the time of charging or the amount charged and the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited immediately. Charging is completed either by the system according to the Customer's instructions when charging is begun or extended, or by the Customer at any time.

Fortum Charge & Drive Services can only be used with chargers at charging stations connected to the networks of Fortum Charge & Drive or its partners. The chargers are listed on the Fortum Charge & Drive's website ([www.chargedrive.fi](http://www.chargedrive.fi)) and fitted with Fortum Charge & Drive markings.

## 4. The Customer's obligations and commitments

It is the Customer's responsibility to ensure that charging begins and is completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger. Charging which is initiated via text message does not begin until a text message acknowledgement is sent to the sender and the Customer has connected their vehicle to the charging station for charging according to the instructions. Charging via an RFID card begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after the RFID identification. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station.

Any disputes regarding parking tickets shall be handled between the Customer and the relevant police officer, parking company or municipality. Fortum Markets Oy shall remain neutral in these disputes and provide assistance to both parties.

It is the Customer's responsibility to ensure that the registered debit card or credit card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Fortum Markets Oy has the right to require payment directly from the Customer.

It is the Customer's responsibility to update the Fortum Charge & Drive account with information about any new debit or credit card as soon as possible after receiving the information; however, at least one (1) month after receiving the information, otherwise Fortum Markets Oy may close the account.

The Customer is responsible for payment of the monthly membership fee until membership is terminated. Fortum Markets Oy has the right to immediately close a Customer's account if the Customer does not pay the invoice or card invoice on time. In the event of late payment, Fortum Markets Oy reserves the right to charge interest on late payments, and, where relevant, a collection fee.

## 5. Product prices

**Fortum Markets Oy offers its Customers different Charge & Drive charging services with varying features and prices.**

The specific terms and conditions referred to in these terms and conditions may only concern specific charging services.

If the Customer uses their Fortum Markets Oy RFID card in Norway, Sweden or another EU country where it may be possible to use it in the future, these terms and conditions shall apply to its use.

The basic price of the charging service is available at the charging stations. The service price may also be Customer-specific, in which case minute-based or kilowatt-hour-based pricing is observed. The currently valid price list is available on the website ([www.chargedrive.fi](http://www.chargedrive.fi)), and it may also be requested from the customer service of Fortum Markets Oy. Fortum Markets Oy reserves the right to change its pricing from time to time. Any changes will be published on the website [www.chargedrive.fi](http://www.chargedrive.fi) well in

advance; however, at least 30 days before their entry into force. The prices only apply to Fortum Charge & Drive charging stations located in Finland.

You may familiarise yourself with the prices of subscriptions made via text message at the charging station being used, where they are on display to Customers.

## 6. General terms and conditions

Information on Customers' purchase transactions is visible in real time on their Fortum Charge & Drive accounts, which may be viewed on the website [www.chargedrive.fi](http://www.chargedrive.fi). The period-specific reports of the account may be read and printed at any time, and Fortum Markets Oy retains the charging information for at least 12 months.

### • Responsibility for the personal password

When the Customer registers for the Service, Fortum Markets Oy sends a user name and password to the registered e-mail address. The user name and password are used to log in and gain access to the personal website at [www.chargedrive.fi](http://www.chargedrive.fi). The Customer is, for their part, responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in a way that allows others to gain access to the information.

The Customer shall immediately notify the customer service of Fortum Markets Oy (tel. 0800 1 99055) if there is any reason to believe that unauthorised persons have gained access to or knowledge of the password.

### • Unauthorised use of the Service

The Customer is responsible for any unauthorised use of the Service under their control. The Customer is obligated to immediately or as soon as possible notify Fortum Markets Oy if they believe that their account has been used by an unauthorised person or in an unauthorised manner. The best way to minimise any costs incurred by such misuse is to call our customer service (tel. 0800 1 99055) as soon as possible.

If the Fortum Charge & Drive card is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the card) contact the customer service of Fortum Markets Oy, tel. 0800 1 99055. If the Customer does not give notification of the loss or theft of the Fortum Charge & Drive card within the aforementioned time limit, they shall be responsible for any reported purchase transactions in full.

### • Complaints and investigation of a Fortum Charge & Drive purchase transaction

A Customer wishing to submit a complaint shall notify Fortum Markets Oy within 60 days of the date on which the purchase transaction in question became available on their online account at [www.chargedrive.fi](http://www.chargedrive.fi). The complaint shall clearly indicate the type of error. If this is not done correctly, the Customer will lose their right to invoke the error, apart from exceptions due to mandatory legislation. When a Customer submits a complaint, Fortum Markets Oy shall carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Fortum Markets Oy. If and when a complaint is accepted, Fortum Markets Oy shall compensate the Customer for the amount without delay. If the complaint is rejected, Fortum Markets Oy shall inform the Customer of the result of the investigation of the complaint and justify the position of Fortum Markets Oy.

### • Changes to the Services or terms and conditions

Both parties are aware that the mobile payments sector is rapidly developing. Fortum Markets Oy therefore reserves the right to modify these terms and conditions in order to adapt the operation of the Fortum Charge & Drive system or the terms and conditions to new technologies, new phones, appropriate technical or administrative procedures, or new procedures for

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information security. The Customer shall be informed of such changes with 30 days' notice on the website [www.chargedrive.fi](http://www.chargedrive.fi).

- **Termination of membership**

The Customer may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period.

The notice of termination shall be sent by e-mail to [chargedrive.fi@fortum.com](mailto:chargedrive.fi@fortum.com) or by contacting the customer service of Fortum Markets Oy, tel. 0800 1 99055.

- *Fortum Markets Oy has the right to give notice to terminate this agreement*

if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

- the Customer does not meet their payment obligations
- the Customer uses the Service contrary to this agreement or to the obligations they have towards Fortum Markets Oy
- Fortum Markets Oy has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc.

## 7. Processing of personal data

Fortum Markets Oy sees to it that strict confidence and appropriate care are observed in the processing of personal data. Fortum Markets Oy complies with national legislation concerning personal data and the collection and use of data concerning individuals (personal data). The Finnish Personal Data Act (529/1999) regulates the processing of personal data, and applies to the majority of the activities of Fortum Markets Oy. Personal data, such as names and addresses provided to Fortum Markets Oy, will be processed both manually and by computer. Customers' information will be saved in the customer register of Fortum Markets Oy. The information contained in the register will be used for purposes such as the management and development of the customer relationship. To exercise their rights under the Personal Data Act (for example to check their own information or to forbid the use of the information for direct marketing), the Customer may contact Fortum Markets Oy. Any contact shall be made in writing and submitted signed to Fortum Markets Oy, Timo Liiri, P.O. Box 100, FI-00048 FORTUM, Finland. The currently valid register description of Fortum Markets Oy is available for viewing in full at [www.fortum.fi/rekisteriseloste](http://www.fortum.fi/rekisteriseloste) (in Finnish). Provided personal data will be processed for the purpose of providing information and services Customers need, related to, for example, marketing and the development and follow-up of sales and products Fortum Markets Oy may disclose names, e-mail addresses and/or postal addresses to external parties that manage the contractual obligations of Fortum Markets Oy related to the Charge & Drive Service on behalf of it, such as to service providers or product distributors to meet customer demand. These parties offer information or products in which the Customer has expressed interest on our behalf. Some of the information provided may be exported to business partners in other countries, both within and outside the EU.

Please do not hesitate to contact us if you have any questions about our processing of personal data. The address is Fortum Markets Oy, Keilaniementie 1, FI-00480 FORTUM, Finland.

## 8. Liability and limitation of liability of Fortum Markets Oy

The different charging services offered by Fortum Markets Oy may have separate warranty conditions. In addition to the seller's product warranty stated in the product-specific warranty conditions, the Consumer Protection Act and other mandatory legal provisions shall apply to the liability for defects of Fortum Markets Oy.

Fortum Markets Oy is not responsible for damage or loss if:

- the cell phone network or related functions are not working
- the cell phone telephone operator has changed its telephone service so that payment via the Fortum Charge & Drive system is no longer possible.
- the Service has been suspended for reasons which prove to be incorrect, but Fortum Markets Oy had, at the time of suspension, reason to believe that there were grounds for action

- a Fortum Charge & Drive card is lost or stolen and misused by another person

Fortum Markets Oy is not responsible for the Customer parking their vehicle in accordance with the law and regulations laid down by a partner company or municipality.

Fortum Markets Oy is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Fortum Markets Oy. The proviso regarding strike, boycott and blockade also applies if Fortum Markets Oy is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Fortum Markets Oy. Fortum Markets Oy is not responsible in relation to the Customer for indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence on the part of Fortum Markets Oy, and never in excess of what the Customer is entitled to under mandatory legislation.

## 9. Disputes

The Customer has the right to take any disputes arising between the Customer and Fortum Markets Oy to be settled by the Consumer Disputes Board or the District Court of Espoo, which is the domicile of Fortum, or to use any other rights granted by the law to submit the dispute to be settled by another similar body.